



ROBERT B. TAYLOR
Acting Chief Probation Officer

**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**
9150 EAST IMPERIAL HIGHWAY, DOWNEY, CALIFORNIA 90242
(562) 940-2501



April 20, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF MODIFICATION TO
CONTRACT NO. 74896 WITH PEOPLESUPPORT RAPIDTEXT, INC. FOR
TRANSCRIBING SERVICES FOR THE PROBATION DEPARTMENT
(3 VOTES, ALL SUPERVISORIAL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Acting Chief Probation Officer to prepare and execute a modification, substantially similar to the attached sample modification (Attachment I), to County Contract Number 74896 with PeopleSupport RapidText, Inc., for the provision of transcribing services, to increase the total maximum contract sum by \$760,000 for a total estimated annual amount of \$1,881,000 and to expand the services under the current contract to include nine additional office locations.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The Probation Department has contracted for transcribing services for designated office locations since 1986. The current contract with PeopleSupport RapidText, Inc. was approved by your Board on June 8, 2004 for a term of July 6, 2004 through July 5, 2005, with an option to renew for four additional twelve-month periods.

On January 9, 2006, the contractor, RapidText, filed an amended and restated Certificate of Incorporation with the Secretary of State of the State of Delaware changing the corporation's name to PeopleSupport RapidText, Inc. County Counsel has reviewed and confirmed that the name change does not appear to affect the contract. The original scope of work for this contract included transcribing of all adult and juvenile court reports, letters and miscellaneous forms required for 13 office locations and transmitting the completed transcription electronically to each location.

The purpose of the recommended action is to increase the maximum contract sum to expand the services received under the current contract to include nine additional office locations for a total of 22 office locations where services will be provided. Adding services to nine new locations will result in an estimated increase of four million additional lines of transcribing. The anticipated work for the additional work locations is projected to cost an additional \$760,000 per year at the existing contract rate of \$0.19 per line, increasing the estimated annual sum from \$1,121,000 to \$1,881,000.

The recommended action will also allow Probation to comply with the Board motion of June 8, 2004 to contract out the transcribing operational function in the Department. To ensure that the Department will obtain the best possible services at the lowest price, the Department will be soliciting proposals for these services within the next few months. The solicitation will incorporate the scope of work as modified as well as digital dictation and transcribing services for the juvenile camps.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the Countywide Strategic Plan, Organizational Goal #2: Workforce Excellence: Enhance the quality and productivity of the County workforce, Organizational Goal #3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented, and Organizational Goal #4: Fiscal Responsibility: Strengthen the County's fiscal capacity.

FINANCIAL IMPACT/FINANCING:

Attachment II compares the cost of contract services for the additional nine work locations with the cost the County would incur if transcribing services were to be provided by County employees. The additional annual savings is estimated at \$444,818. Because the annual number of lines to be transcribed cannot be projected with certainty given fluctuations in the number of court reports, the actual contract savings may be more or less than estimated.

The increase in the total contract cost was analyzed in accordance with the method approved by the Auditor-Controller. The Auditor-Controller reviewed the cost analysis and concurs that the contract, as modified, remains cost-effective. Adequate funding is included in the FY 2005/06 Adopted Budget for the increased contract payments. The contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In addition to increasing the contractor's share of the work, the proposed contract modification includes new mandatory County provisions but otherwise will continue the current terms and conditions, including the per line rate. The Department monitors the current contract with PeopleSupport RapidText and confirmed that the company is in full compliance with the Living Wage Ordinance (County Code Chapter 2.201).

Probation is working closely with the Department of Human Resources and Local 660 to ensure that displaced employees are absorbed to other jobs within the Department.

County Counsel has approved the contract modification as to form.

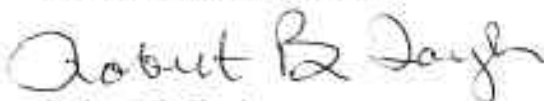
CONTRACTING PROCESS:

The proposed contract modification includes an increased scope of work that was negotiated with PeopleSupport RapidText.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will enable the Probation Department to increase the transcribing contract program in accordance with the Board's directive of June 8, 2004.

Respectfully submitted,



Robert B. Taylor
Acting Chief Probation Officer

RBT:jg

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Attachment

c: Chief Administrative Officer
County Counsel

**DRAFT MODIFICATION NUMBER 2 TO CONTRACT NO. 74896 FY 2005/2006
TO PROVIDE TRANSCRIBING SERVICES FOR LOS ANGELES COUNTY
PROBATION DEPARTMENT**

This Modification No. 2 to Contract No. 74896 is made and entered into this ____ day of _____, 2006, by and between the County of Los Angeles, a body politic, hereinafter referred to as "COUNTY" and PeopleSupport Rapidtext Inc., 1801 Dove Street, Newport Beach, California 92660, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H

WHEREAS, the parties on July 8, 2004 entered into a contract for CONTRACTOR to provide transcribing services for the period of July 6, 2004 to July 5, 2005 for the Los Angeles County Probation Department; and

WHEREAS, said contract delegates to the Chief Probation Officer authority to modify said contract pursuant to the terms contained in the contract; and

WHEREAS, On June 29, 2005, the contract was extended by modification number 1, for a second twelve (12) month period from July 6, 2005 through July 5, 2006; and

WHEREAS, COUNTY and CONTRACTOR mutually agree to modify said contract as hereinafter set forth;

NOW THEREFORE, in consideration of the foregoing and mutual covenants herein the contract is modified as follows:

1. Contract Part A, Section 1.0 (GENERAL), Subsection 1.1, page 3, is amended in its entirety to read as follows:

1.1 Scope of Work

The CONTRACTOR shall provide accurate and timely transcribing of all adult and juvenile court reports, letters and miscellaneous forms required by the twenty-two (22) work locations. It is projected that approximately 9.9 million lines will be transcribed from dictation submitted by the twenty-two (22) work locations during the first contract year. CONTRACTOR shall provide an electronic method for counting the number of lines produced per court report. Actual transcribing workload may be less than or greater than the stated volume due to unpredictable circumstances. The CONTRACTOR will install a point-to-point fractional T-1 or equivalent connection to LANet at the CONTRACTOR'S secure location in order to provide service to the designated Transcription Service Locations. The CONTRACTOR will utilize workstations hosted on a separate internal network that do not have access to the Internet. CONTRACTOR shall supply COUNTY with an original printed version of all transcribed reports as required.

Additionally, CONTRACTOR shall provide for the filing, retrieval and destruction of court reports. The CONTRACTOR shall perform to the standards in Attachment B, Performance Requirements Summary and Performance Requirement Summary Chart. The Forms used are referenced in Attachment C.

2. Contract Part A, Section 2.0 (SPECIFIC TASKS), Subsection 2.1.1, page 3, is amended in its entirety to read as follows:

- 2.1.1 CONTRACTOR shall pick up dictation cassettes, twice daily, completed by Deputy Probation Officers (DPOs), of adult and juvenile court reports and miscellaneous forms and letters. CONTRACTOR shall accurately transcribe these dictated documents and electronically transmit them to the originating Probation work location, twice daily, in an efficient, timely, and scheduled manner. CONTRACTOR shall notify COUNTY, immediately, upon determination that there is a problem with electronic transmission of documents, courier service pick-up or delivery and/or any equipment or process.

3. Contract Part A, Section 2.2 (Transcribing), Subsection 2.2.1.2, page 4, is amended in its entirety to read as follows:

- 2.2.1.2 Whenever dictation is unclear or inaudible to CONTRACTOR, it shall be the responsibility of CONTRACTOR to contact the DPO or Supervising Deputy Probation Officer (SDPO) for clarification. If unable to reach the DPO or SDPO or to obtain clarification for any reason, the transcriber shall leave a blank area on the transcribed report. CONTRACTOR shall not type the word "inaudible" or any other word when clarification is needed. Further, CONTRACTOR shall attach to the report and return to Probation a statement specifying the unclear dictation and its location.

4. Contract Part A, Section 2.2 (Transcribing), Subsection 2.2.1.4, page 4 is amended in its entirety to read as follows:

- 2.2.1.4 CONTRACTOR shall proofread all reports for typographical errors, correct format, and punctuation. COUNTY may audit CONTRACTOR'S reports on a random basis to ensure compliance.

5. Contract Part A, Section 2.3 (Transmit/Pickup/Delivery), Subsection 2.3.1, page 5, is amended in its entirety to read as follows:

2.3.1 Transmit

CONTRACTOR shall electronically transmit the completed transcriptions to the originating work locations (Attachment D) unless otherwise instructed by COUNTY. All transmissions shall be accompanied by a transmission log and confirmation printout, unless otherwise instructed by COUNTY.

The electronic transmission will result in the placement of the transcribed documents in a designated directory and an automatic printout of the documents.

6. Contract Part A, Section 2.3 (Transmit/Pickup/Delivery), Subsection 2.3.2, page 5, is amended in its entirety to read as follows:

2.3.2 Pickup/Deliver/Transmit

Pickup, delivery and transmittal shall be made twice daily as listed in technical exhibit 19.7, once in the morning and once in the afternoon. The afternoon transmittal to any office shall be no later than 4:30 p.m.

7. Contract Part A, Section 2.3.3 (Pickup/Delivery/Transmit Schedule), Subsection 2.3.3.1, page 6, is amended in its entirety to read as follows:

2.3.3.1 CONTRACTOR shall pick up the dictated cassettes from the twenty-two (22) work locations utilizing two (2) or more couriers simultaneously arriving at each work location. CONTRACTOR shall utilize the schedule listed below to pickup/return cassettes and to transmit completed court reports to each work location. Schedule changes shall be made with mutual agreement between COUNTY Contract Manager and CONTRACTOR Project Director.

OFFICE	ABBREV	Transmission Times		Pick-up/Delivery Times	
		AM	PM	AM	PM
Antelope Valley	AV	11:00	4:00	*DT	*DT
Antelope Valley-Sub	*AV-Sub	11:15	4:15	*DT	*DT
Centinela	CE	7:50	12:50	10:00	2:30
Central Adult Investigation	CAI	11:30	4:30	9:30	2:00
Crenshaw	CR	9:45	2:45	9:45	2:10
East Los Angeles	ELA	8:45	1:45	10:00	2:00
East San Fernando Valley	ESFV	10:45	3:45	9:30	1:30
Firestone	FIR	7:45	12:45	9:00	2:45
Foothill	FO	8:10	1:10	8:30	1:30
Harbor	HA	10:45	3:15	11:00	3:45
Inglewood	ING	8:30	1:30	10:00	2:00
Kenyon Juvenile Justice Center	KJJC	8:00	1:00	9:15	2:30
Long Beach	LB	10:00	3:00	11:30	4:35
North East Juvenile Justice Center	NEJJC	7:20	12:20	9:15	2:15
Pomona	PV	11:20	4:20	11:00	4:00
Rio Hondo	RIO	8:15	1:15	11:00	3:30
San Gabriel Valley	SGV	9:30	2:30	10:30	3:00
Santa Monica	SM	10:30	3:30	10:30	1:45
South Central	SC	7:30	12:30	8:35	3:20
Valencia-Sub (Sub of AV)	*VAL-sub	9:00	2:00	*DT	*DT
Van Nuys Investigations	VNI	9:15	2:15	8:30	1:00
Van Nuys Supervision	VN	N/A	N/A	N/A	N/A

* Digital Transcribing

8. Contract Part A, Section 2.3 (Transmit/Pickup/Delivery), Subsection 2.3.4, page 7, is amended in its entirety to read as follows:

2.3.4 Timely Dictation

All transcribed material shall be transmitted to the originating work location within forty-eight (48) consecutive hours from the time the dictated material was made available to CONTRACTOR, excluding weekends and holidays, and out-of-sequence reports.

9. Contract Part A, Subsection 2.3.7 (Overflow Dictation), page 7, is deleted in its entirety.
10. Contract Part A, Section 2.4 (Storage and Retrieval of Court Reports), Subsection 2.4.1, page 7, is amended in its entirety to read as follows:

2.4.1 CONTRACTOR shall retain an electronic copy of all court reports. The court reports must be deleted within six (6) months of the termination of the contract with COUNTY or upon COUNTY'S request.

11. Contract Part A, Section 2.4 (Storage and Retrieval of Court Reports), Subsection 2.4.2, page 8, is amended in its entirety to read as follows:

2.4.2 CONTRACTOR shall use a logical, reasonable and easily accessible filing and indexing system for storing reports, so that reports will be provided to Probation within two (2) hours after request. Upon COUNTY'S request, CONTRACTOR shall make reports accessible to authorized COUNTY staff.

12. Part A, Section 2.5 (Security), Subsection 2.5.1, page 8, is amended in its entirety to read as follows:

2.5.1 CONTRACTOR shall provide a security system which will protect against the unauthorized release of any information contained in any court report or other document transcribed and stored by CONTRACTOR. CONTRACTOR shall ensure that all employees of CONTRACTOR have been thoroughly briefed regarding the confidentiality requirements of Sections 827 and 828 of the Welfare and Institutions Code and 1203.05, 1203.10 and 11140 through 11144 of the Penal Code of California. CONTRACTOR shall ensure that by the first day of employment, all employees read, understand and sign the Confidentiality of CORI Information Form (see Technical Exhibit 19.8 and are instructed regarding disclosure of criminal records and the background investigation COUNTY will conduct (see Section 3.7 below). A copy of the CORI form shall be made and forwarded to the Contract Manager within five (5) business days of start of employment. CONTRACTOR shall ensure that all employees assigned to work under this contract have cleared background checks and have signed the CORI statement prior to starting work or receiving access to confidential information.

13. Contract Part A, Section 2.5 (Security), Subsection 2.5.4, has been added to read as follows:

2.5.4 High Profile Cases- Tapes may be designated "High Profile Cases" by the originating Deputy Probation Officer (DPO).

CONTRACTOR shall ensure high profile cases have an added level of security due to their sensitive nature. The level of security is as follows:

2.5.4.1 CONTRACTOR shall provide COUNTY within five (5) business days of start of the contract, a list of one or two CONTRACTOR'S staff responsible for transcribing high profile COUNTY reports.

2.5.4.2 CONTRACTOR shall keep a record of all high profile reports. The report shall include date and time received, DPO's name, area office, case name, case number,

Probation number, court date, and name of transcriber. This report shall be provided to COUNTY on a monthly basis.

14. Part A, Section 2.7 (Self Monitoring Reports), page 9, is amended in its entirety to read as follows:

Self Monitoring Reports

CONTRACTOR shall prepare monthly reports that indicate the level of services rendered to each of the twenty-two (22) work locations and submit to the COUNTY Quality Assurance Evaluator (QAE) by the 10th working day of the following month. Report format and content is subject to final COUNTY review and approval.

15. Part A, Section 2.8 (Training/Templates), page 10, is amended in its entirety to read as follows:

2.8 Training/Templates

All templates created and or modified for use by the CONTRACTOR in the performance of this contract are the property of the COUNTY. All software developed for use with the templates are the property of the COUNTY and shall be made available to COUNTY upon request and turned over to the COUNTY upon termination of contract.

16. Part A, Section 17.0 (CONTRACT SUM), Subsection 17.1, page 30 is amended in its entirety to read as follows:

17.0 CONTRACT SUM

17.1 The contract sum under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The original contract sum, inclusive of all applicable taxes, was not to exceed \$1,121,000 for the period of July 6, 2004 through July 5, 2005, as long as the total annual number of lines did not exceed 5.9 million. With the additional nine (9) work locations, it is projected that approximately 4.0 million more lines will be transcribed annually, for an increase in the estimated contract sum, inclusive of all applicable taxes, that is estimated at \$760,000. Therefore, the total annual amount for the 2005-06 contract year shall be increased by \$190,000 effective upon Board approval. The total annual amount for the additional contract years, if any, is estimated at \$1,881,000. As long as the total annual number of lines does not exceed 9.9 million, CONTRACTOR shall be compensated at the per line rate shown in Section 16.0. Payment will be for the actual number of lines transcribed. Notwithstanding said

limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

17. Part A, Section 27.0 (MERGER), page 33 is amended in its entirety to read as follows:

27.0 MERGER

The documents as stated below form a part of this contract. In the event of any conflict in the definition or interpretation of any work responsibility, service, or schedule between the contract and the following attachments, said conflict or inconsistency shall be resolved by giving precedence first to the contract and then to the attachments (A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y), according to the order that they appear, and CONTRACTOR'S proposal dated March 5, 2004 which is incorporated herein by reference as part of this contract.

This contract, the attachments hereto and CONTRACTOR'S proposal constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this contract.

18. Attachment A, Standard Terms and Conditions, Section 23.0 (ASSIGNMENT), page 54, is amended in its entirety to read as follows:

23.0 ASSIGNMENT BY CONTRACTOR

23.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

23.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an

assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 23.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

19. Attachment A, Standard Terms and Conditions, Section 24.0 (RECORD RETENTION AND INSPECTION), page 54 is amended in its entirety to read as follows:

24.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 24.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County

shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 24.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 24.3 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the

County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

20. Attachment M, (CHAPTER 2.202 DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT), page 85, is amended in its entirety and replaced with new Attachment M, a copy of which is attached hereto.
21. Attachment W, (Agreement – Contractor's Obligation Under HIPAA), page 102, is amended in its entirety and replaced with new attachment W, (CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996), a copy of which is attached hereto.
22. Attachment Y, (ORGANIZATION QUESTIONNAIRE/AFFIDAVIT), page 108, is added, a copy of which is attached hereto.

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IN WITNESS WHEREOF, the parties by their duly authorized signatures have caused this contract to become effective on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
ROBERT B. TAYLOR
ACTING CHIEF PROBATION OFFICER

PeopleSupport Rapidtext, Inc.

By _____

Typed or Printed

Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gordon W. Trask, Principal Deputy
County Counsel

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE

Sections:

2.202.010 Findings and declarations.

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005; Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005; Ord. 2004-0009 § 1, 2004; Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE

representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
- (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the

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attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide

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change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

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ATTACHMENT W
CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH
INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" or "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.2 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate
- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7,

- 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St., Suite 525
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain

the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services

- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this

Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations."

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REQUIRED FORMS - EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the CONTRACTOR and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
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2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

CONTRACTOR acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 –

(list each minimum requirement stated in Paragraph 1.4)

Check the appropriate boxes:

- ☐ Yes ☐ No Sub-paragraph 1.4.1 _____ years experience, within the last ____ years
- ☐ Yes ☐ No Sub-paragraph 1.4.2 Willingness to consider hiring GAIN/GROW participants
- ☐ Yes ☐ No Sub-paragraph 1.4.3 Complies with the County's Child Support Compliance Program
- ☐ Yes ☐ No Sub-paragraph 1.4.4 Certifies intent to comply with County's Jury Service Program
- ☐ Yes ☐ No Sub-paragraph 1.4.5 Declares intent to comply with County's Living Wage Program

CONTRACTOR further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this contract are made, the contract may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

CONTRACTOR'S Name:

Address:

E-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (CONTRACTOR'S name), I _____
(Name of CONTRACTOR'S authorized representative), certify that the information contained in this Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

Comparison of County's Estimated Avoidable Costs to Contractor's Costs for 4.0 Million Lines

COUNTY COSTS

Direct Costs

Salaries -	Monthly 5th Step Salary	No. of Positions	No. of Months	Total
Classification				
Admin Services Manager I	5,756.27	0.0	0	-
Head Transcribing Services	3,788.55	1.0	12	45,462.60
Supervising Transcriber Typist	3,155.91	3.0	36	113,612.76
Senior Typist Clerk	2,941.00	0.0	0	-
Transcriber Typist	2,836.00	18.0	216	612,576.00
Intermediate Clerk	2,548.09	1.0	12	30,577.08
<i>Subtotal</i>		23.0		<u>802,228.44</u>
<i>Add: Cost of Living Adjustment (2.5%)</i>				<u>20,055.71</u>
				822,284.15
<i>Less: 5th Step Salary Savings (4.348%)</i>				<u>(35,752.91)</u>
<i>Total Direct Salaries</i>				786,531.24
<i>Employee Benefits (46.155%)</i>				<u>363,023.49</u>
Total Salaries & Employee Benefits				<u><u>1,149,554.73</u></u>

Services & Supplies/Equipment

Telephone Utilities	26,928.64
Cellular Phones	1,735.64
Mail Services	3,390.17
Office Expense	15,979.01
Stat and Forms	1,231.32
Mileage	5,998.51
Total Services and Supplies	<u>55,263.29</u>
Equipment	0.00
Total Services & Supplies and Equipment	<u><u>55,263.29</u></u>

Total Direct Costs 1,204,818.02

Total Indirect Costs 0.00

Total Estimated Avoidable Costs 1,204,818.02

CONTRACTING COSTS

Direct Costs

Contract costs 760,000.00

Indirect Costs

0.00

Total Contract Costs (Direct plus Indirect) 760,000.00

Estimated Savings from Contracting (Avoidable Costs less Contract Costs) 444,818.02

Percent of Savings (444,818 / 1,204,818) 36.92%

Cost per line:	
County	0.3012
RapidText, Inc.	0.1900